

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

OAKLAND PRO SOCCER LLC d/b/a)
OAKLAND ROOTS SPORTS CLUB, a)
California entity,) Case No. 3:23-cv-05231

Plaintiff,) **COMPLAINT FOR MONEY
DAMAGES**

G.E.F. LOGISTICS, INC., a Washington corporation,

Defendant.

COMES NOW plaintiff Oakland Pro Soccer LLC d/b/a Oakland Roots Sport Club (“Oakland Roots”), as and for its complaint against defendant G.E.F. Logistics, Inc. (“GEF”), and hereby alleges and avers as follows:

PARTIES

1. Oakland Roots is a California limited liability company with its principal place of business in Oakland, California, that operates, *inter alia*, as the owner and operator of a professional sports team.

2. GEF is a Washington corporation which operates, *inter alia*, as a warehouseman as defined by RCW 62A.7-102

JURISDICTION AND VENUE

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 inasmuch as the two parties hereto exist in and primarily do business under the laws of different states; and the amount in dispute as demonstrated below exceeds \$75,000.

4. Venue herein is proper based on GEF's state of incorporation and primary place of business; and because most evidence and witnesses of the events at issue are within this Court's territorial jurisdiction.

ALLEGATIONS OF OPERATIVE FACT

5. In or about May 2021, Oakland Roots imported into the United States by ocean carrier six ocean containers containing cargoes of “Rolls of Artificial Grass / Turf” (“Subject Cargo”) which Oakland Roots purchased, owned and intended to install at the sports stadium in which it plays in Oakland, California.

6. Oakland Roots, through its agent, logistics service provider LE Coppersmith, Inc., contracted with GEF to provide warehousing and other logistics services with regard to three of the above-described ocean containers.

7. GEF received the Subject Cargo in good order and condition.

8. The logistics services GEF provided Oakland Roots included transloading of the three ocean containers into two 53' dry trailers for motor carrier transport from GEF's facility in Tacoma, Washington to Oakland Roots' receiving agent in Oakland, California. GEF transloaded the Subject Cargo within those three ocean containers into two 53' dry trailers.

9. During the transloading process GEF damaged the Subject Cargo by improper operation of forklifts and other equipment, such that GEF did not tender to Oakland Roots'

receiving agent the Subject Cargo in the same good order and condition as when GEF received it.

10. As a result of the damage caused by GEF to the Subject Cargo, Oakland Roots incurred losses in the amount of \$377,893.37 in principal damages, plus storage, logistics and other incidental damages in amounts which are accruing on a daily basis and which will be demonstrated at trial.

FIRST CAUSE OF ACTION NEGLIGENCE

11. Oakland Roots repeats and reasserts the allegations within paragraphs 1 through 10 hereof as if fully asserted herein.

12. GEF had a duty to Oakland Roots to handle, store and transload the Subject Cargo with the care a reasonable warehouseman and logistics service provider would exercise under like circumstances.

13. By improperly operating forklifts and other equipment in the transloading of the Subject Cargo and at other times, GEF breached its duty to Oakland Roots.

14. GEF's improper operation of forklifts and other equipment in the transloading of the Subject Cargo and at other times constitutes negligence.

15. GEF's negligent breach of its duty to Oakland Roots proximately caused Oakland Roots to incur monetary damages in the amount of \$377,893.37 in principal damages, plus storage, logistics and other incidental damages in amounts which are accruing on a daily basis and which will be demonstrated at trial. GEF is liable to Oakland Roots for these sums accordingly.

SECOND CAUSE OF ACTION BREACH OF CONTRACT

16. Oakland Roots repeats and reasserts the allegations within paragraphs 1 through 10 hereof as if fully asserted herein.

17. The contract between GEF and Oakland Roots, expressly and/or implicitly, provided that GEF would properly, safely and appropriately provide Oakland Roots warehousing and other logistics services, including transloading services.

18. The contract between GEF and Oakland Roots, expressly and/or implicitly, provided that GEF would tender the Subject Cargo in the same good order and condition as when GEF received it.

19. GEF breached its contract with Oakland Roots by failing to properly, safely and appropriately provide Oakland Roots warehousing and other logistics services, including transloading services; and by failing to tender the Subject Cargo in the same good order and condition as when GEF received it.

20. GEF's breach of its contract with Oakland Roots proximately caused Oakland Roots to incur monetary damages in the amount of \$377,893.37 in principal damages, plus storage, logistics and other incidental damages in amounts which are accruing on a daily basis and which will be demonstrated at trial. GEF is liable to Oakland Roots for these sums accordingly.

**THIRD CAUSE OF ACTION
LIABILITY UNDER RCW 62A.7-204**

21. Oakland Roots repeats and reasserts the allegations within paragraphs 1 through 10 hereof as if fully asserted herein.

22. RCW 62A.7-204 provides that "A warehouse is liable for damages for loss of or injury to the goods caused by its failure to exercise care with regard to the goods that a reasonably careful person would exercise under similar circumstances."

23. By failing to exercise care with regard to the goods that a reasonably careful person would exercise under similar circumstances as alleged hereinabove, GEF is liable to Oakland Roots for the damages it incurred by way of damage to the Subject Cargo. GEF is liable to Oakland accordingly.

WHEREFORE, Oakland Roots prays for relief against GEF as follows:

1. For an award of Oakland Roots' principal damages in the amount of \$377,893.37;

2. For an award of Oakland Roots' damages incurred by way of storage, logistics and other incidental damages in amounts which will be demonstrated at trial;

3. For an award of prejudgment and post-judgment interest as provided by law;

4. For an award of Oakland Roots' costs and reasonable attorneys' fees incurred by this action; and

5. Such other relief as the Court may deem just and proper.

1 DATED: March 17, 2023.
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4 LANE POWELL PC
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